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IN THE UNITED STATES DISTRICT COURT

FOR THE DISTRICT OF HAWAII

VINCENT KHOURY TYLOR and VINCENT SCOTT TYLOR,	) CIVIL NO. 14-00069 JMS-RLP) (Copyright Infringement)
Plaintiffs,	)
vs.	) STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii) F.R.C.P. AS TO ALL PARTIES AND ALL CLAIMS
MARRIOTT INTERNATIONAL, INC., a Delaware Corporation; RLJ C WAIKIKI LESSEE, LLC, a Delaware Limited Liability Company; JOHN DOES	) TRIAL: July 28, 2015

1-10; JANE DOES 1-10; DOE CORPORATIONS 1-10; DOE PARTNERSHIPS 1-10; and DOE ASSOCIATIONS 1-10,)

Defendants.)

STIPULATION OF DISMISSAL WITH PREJUDICE PURSUANT TO RULE 41(a)(1)(A)(ii) F.R.C.P. AS TO ALL PARTIES AND ALL CLAIMS

Plaintiff VINCENT KHOURY TYLOR, Plaintiff VINCENT SCOTT TYLOR, and Defendant MARRIOTT INTERNATIONAL, INC., being all of the parties who have appeared in this action, hereby stipulate to a dismissal with prejudice of the Complaint (Dkt. #1) filed February 7, 2014, and the First Amended Complaint (Dkt. #51) filed November 19, 2014, in this action and all claims as to all parties alleged therein pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure due to settlement between and among the parties.

There are no remaining claims or parties. Each party shall bear his/its own costs and attorneys' fees. This Stipulation is signed by counsel for all parties that have appeared in this action. The parties agree that this Court shall retain jurisdiction to resolve any disputes or actions related to the Confidential Mutual Settlement and Release Agreement by and between the parties, dated December 8, 2014. See Kokkonen v. Guardian Life Ins., 511 U.S. 375, 381-82 (1994) (holding that where dismissal is pursuant to Rule 41(a)(1)(A)(ii), a District Court is authorized to retain jurisdiction over the settlement contract if the parties agree).

Trial is scheduled for July 28, 2015. There are no pending motions for summary judgment.

DATED: Honolulu, Hawai`i, December 31, 2014.

/s/ J. Stephen Street

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APPROVED AS TO FORM:

Vincent Khoury Tylor and Vincent Scott Tylor v. Marriott International, Inc. et al.;